

CONCESSION AGREEMENT

Issued by:

Aaron Hellman, Consular Chief
U.S. Consulate Jerusalem

Name and Address of Service Provider:

[Insert Full Address]

CONCESSION AGREEMENT

The Service Provider agrees to perform all courier services described in this Agreement for the consideration stated.

For [Service Provider Name]:

(Service Provider's Signature)

(Printed Name & Title)

(Date)

For the United States of America: Aaron Hellman, Consular Chief
(Agreement Officer)

Date of Award: _____

SECTION 1 – AGREEMENT TERMS

I. GENERAL

- A. **Purpose:** The purpose of this Agreement is to provide a license to the Service Provider _____ to operate a courier service operation on the premises of the U.S. Consulate General Jerusalem. Definitions: See Section 2.
- B. **Description of Courier Service Operation:** The Service Provider shall sell its delivery services to applicants for passports (PPTs) and Consular Reports of Birth Abroad (CRBAs), as follows:
- 1) All funding and compensation to the Service Provider will come from the sales of its services to PPT and CRBA applicants.
 - 2) This contract is for courier services only. Any reference to "fees" or "prices" refers to courier services, not to any other service to obtain PPTs or CRBA's, including assistance to applicants in completing documents.
 - 3) The Consulate Consular Section shall inform applicants that they may use the delivery services of the Service Provider to deliver PPTs and CRBAs which are not picked up personally by the applicant or applicant's parents.
 - 4) The Service Provider shall enter into a direct agreement of sale with the applicant or his/her authorized agent for the service of delivery of the applicant's PPT and/or CRBA.
 - 5) The Government shall have no responsibility whatsoever as regards to any such agreement of sales.
 - 6) The Government assumes no responsibility for the safekeeping or accountability of the fees collected by the courier services.
 - 7) The Service Provider will provide U.S. return services locations located throughout Israel, Jerusalem, and Israeli settlements in the West Bank.

C. Fee/Price List:

(Note: The service provider may determine different prices for different locations within Israel, Jerusalem, and Israeli settlements in the West Bank.)

Base Year				
Description	Unit	Unit Price in NIS	Estimated Quantity	Estimated Total Amount in NIS including VAT
One Letter Express Envelope for the delivery of one or more PPT and/or CRBA (i.e. a family of three renewing three PPT's would have	Each	NIS[cost]	How many documents 13,000	NIS[cost]

option to use one Letter Express Envelope)				
Option Year 1				
One Letter Express Envelope for the delivery of one or more PPT and/or CRBA (i.e. a family of three renewing three PPT's would have option to use one Letter Express Envelope)			13,000	
Option Year 2				
One Letter Express Envelope for the delivery of one or more PPT and/or CRBA (i.e. a family of three renewing three PPT's would have option to use one Letter Express Envelope)			13,000	
Option Year 3				
One Letter Express Envelope for the delivery of one or more PPT and/or CRBA (i.e. a family of three renewing three PPT's would have option to use one Letter Express Envelope)			13,000	
Option Year 4				
One Letter Express Envelope for the delivery of one or more PPT and/or CRBA (i.e. a family of three renewing three PPT's would have option to use one Letter Express Envelope)			13,000	

D. **Funds Obligation:** The Government obligates no funds under this Agreement.

II. PERIOD OF AGREEMENT

- A. **Initial Period of Agreement:** The initial period of this Agreement shall start 30 days after the date of signature by the Agreement Officer. The Agreement shall expire one (1) year later.
- B. **Subsequent Periods:** The Government may extend this Agreement for periods of one year beyond the expiration date for a total cumulative period of not more than five (5) years. Extensions are made by modification based on mutual agreement of the parties.

III. GOVERNMENT PERSONNEL

- A. **Agreement Officer:** The Agreement Officer has the overall responsibility for the administration of this Agreement. The Agreement Officer alone, without delegation, is authorized to take actions on behalf of the Government to modify or deviate from the Agreement terms and conditions. The Agreement Officer may delegate certain responsibilities to authorized representatives.
- B. **Technical Representative:** The Agreement Officer may designate a Technical Representative to assist in the discharge of certain of the Agreement Officer's responsibilities. The responsibilities of the Technical Representative include, but are not limited to: Determining the adequacy of compliance by the Service Provider with the terms and conditions of this Agreement; and acting as the Government's principal point of contact regarding day-to-day operation of the service. If a Government's Technical Representative is not appointed, the Agreement Officer assumes these responsibilities.
- C. **Inspectors:** Inspectors are subordinates of the Agreement Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Service Provider's work. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Government in the service area. The General Services Officer (GSO) will provide inventory control of Government-furnished property, if any. The Inspector(s), including a designated consular officer, may inspect and monitor the services provided by the Service Provider.
- D. **Authority to Modify the Agreement:** The Technical Representative or Inspectors have no authority to modify the Agreement's specifications or other terms and conditions. Only the Agreement Officer may modify the Agreement.

IV. INSPECTION

- A. **Responsibilities of the Service Provider:** The Service Provider shall develop and maintain an inspection system intended to ensure its compliance with all its responsibilities under this Agreement, including quality of service and customer satisfaction. This system shall include written records of inspections made. The Service Provider shall provide these records to the Government upon request.

B. **Rights of the Government:** The Government has the right to inspect the premises where the courier service is provided as well as the actual services provided. This inspection may be made at any time, without prior notice, during the term of the Agreement. The Government shall perform the inspection in a manner that will not unduly delay the work of the Service Provider. These inspections may include, but are not limited to, a comprehensive review of the following:

- 1) Service quality, attentiveness, courtesy, and similar factors.
- 2) Security practices and conditions.
- 3) Personnel appearance.

If the Government performs any inspections on the premises of the Service Provider, the Service Provider shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

V. TERMINATION

A. The Agreement Officer may terminate this Agreement by written notice, when it is in the best interests of the Government. This termination may be made for (1) cause, for example, due to failure of the Service Provider to comply with the terms and conditions of this Agreement or (2) convenience of the Government. The Government is not required to give advance notice of termination. Upon termination, Service Provider shall remove all of its property from the premises within the time established in the termination notice. The Government shall not be responsible for any loss or damage incurred by the Service Provider as the result of termination, including but not limited to employee claims, personal property losses, and lost profits.

VI. TERMS OF AGREEMENT

A. **Rent, Utilities and Government-Furnished Property:** The Service Provider shall not be liable for payment of any rent or for reimbursement to the Government for electricity or use of Government-furnished property as a result of services provided under this Agreement. However, see Section VII.C. below for potential liability on the part of the Service Provider due to damage to property.

VII. SPECIAL PROVISIONS

A. **Security Access to Property:** The Government has the right and may deny access to Consulate-owned and operated facilities to any individual. The Service Provider will provide to the Agreement Officer the names and biographic data on all personnel who will be used on this Agreement, including planned back-up personnel. The Service Provider shall provide this document at least fifteen (15) days prior to their commencement of performance on the Agreement.

B. **Standards of Conduct:** The Service Provider shall maintain satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity and shall take disciplinary action with respect to employees as may be necessary. Each Service Provider employee shall adhere to standards of conduct that reflect credit on themselves, their employer and the American Consulate. Service Provider employees

must use politeness and courtesy when dealing with Consulate personnel and clientele. The Government may direct the Service Provider to remove an employee for failure to comply with the standards of conduct.

- C. **Personal Injury, Property Loss or Damage Insurance:** The Service Provider, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance shall cover all Service Provider-owned and operated equipment behind the service counter. Before starting courier service, the Service Provider shall provide to the Government a certification that the required local country/locality licensing has been obtained.
- D. **Indemnification:** The Service Provider agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Service Provider, its officers, agents, and employees, or any other person, arising from any incident of the Service Provider's performance of this Agreement. The Service Provider expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Service Provider's fault or negligence in connection with the performance of work under this Agreement.
- E. **Claims against the Government:** *Claims filed against the Government for injury, loss, property damage, or death, and caused by an act or omission of the Government, its officers, agents, servants, or employees, shall be handled by the Government in accordance with its laws and regulations.*
- F. **Protection of American Consulate Buildings, Equipment, and Grounds:** The Service Provider shall use reasonable care to avoid damage to American Consulate buildings, equipment and grounds. If the Service Provider's failure to take adequate care results in damage to any of this property, the Service Provider shall repair such damage at no expense to the Government, as the Agreement Officer directs.
- G. **Government-Furnished Property:**
 - 1) The Government shall furnish the property described in Section 3 to this Agreement. Delivery to the Service Provider shall be accomplished by the property being made available in the space designated for the Service Provider's use in his operation of the Courier Agency service. The Service Provider shall provide a property receipt to the Agreement Officer at the time that the property is made available to the Service Provider at the space designated for Service Provider use.
 - 2) Title to all Government-furnished property shall remain with the Government. The Service Provider shall use the property only in connection with this Agreement.
 - 3) The Government shall maintain the official property control records of all Government-furnished property.
 - 4) Upon taking delivery of the Government-Furnished property, the Service Provider assumes the risk and responsibility for its loss or damage, except for reasonable wear and tear; or as otherwise provided in this Agreement.

- H. Precedence of English Language Translation: In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language version shall take precedence.

VIII. VIII. DISPUTES

- A. If the Agreement Officer and Service Provider fail to reach agreement over any disputed issue resulting from this Agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Consulate official at one level above the Agreement Officer. This individual's ruling shall be considered final by both parties. Excepted from this Section are any Claims against the Government, as described in Section VII(E), which shall be handled as stated therein.

SECTION 2 - SPECIFICATIONS/PERFORMANCE REQUIREMENTS

I. SCOPE OF WORK

- A. The Service Provider will furnish appropriate equipment to: Deliver US passports and Consular Reports of Birth Abroad to persons issued said documents.
- B. American Services: The Agreement Officer and the Courier shall develop a mutually agreeable set of procedures to follow in order to ensure that: each client who chooses to use the courier service is properly logged each day with the proper name and delivery address; the Courier provides the Consulate with a daily list of the clients who have paid for the delivery service; the proper passports are delivered to the proper clients; and ACS and the Courier acknowledge, in writing, the delivery of PPTs and CRBA's both from ACS to the Courier and from the Courier to the clients.
- C. The Service Provider shall sell pre-paid courier envelopes to the persons to be issued PPTs and CRBAs at locations to be determined by the Service Provider.
- D. The service Provider shall provide unpaid courier envelopes to the Consulate General to distribute to customers who have not pre-paid. The Service Provider shall accept cash on delivery for these envelopes.
- E. The Service Provider may provide for an online service through which the applicant pays for service before arriving at the Consulate.
- F. The Courier shall establish an online receipt system enabling the consular section to verify that PPTs and CRBAs are being delivered to the correct client and allowing clients who use the courier service to track delivery of their documents online. This receipt system must be available via the web.
- G. In the event a PPT/CRBA is lost or stolen while in the possession of the Courier, the Courier shall immediately notify the client and shall reimburse the client the actual cost of replacing the PPT and/or CRBA, and courier service fee. A PPT and/or CRBA is considered lost and/or misplaced while in the possession of the Courier for a period of 15 days or longer. The Service Provider shall return to the Consulate all documents not picked up within three months.
- H. The Service Provider shall make delivery to clients within 24 hours within the geographic/political area of Jerusalem. The Service Provider shall make delivery to clients in Israel and the West bank within 48 hours.
- I. The Courier shall provide a sign placement in the Consulate. It shall describe the courier services and prices. The Service Provider and the Government's Technical Representative shall determine the size and details of the sign. The Courier may advertise on the Consulate televisions. The Government may allow the courier to advertise its services by other methods. However, all advertisements either within or external to the Consulate, must be approved in writing, in advance, by the Agreement Officer or the Government's Technical Representative.
- J. The courier may establish an on site photo booth that supplies passport photos meeting the U.S. passport requirements for an appropriate fee. Should the courier choose to supply this service, it must function without daily oversight by an employee of the courier company. The Government must be able to inspect and approve of the use of the

photo booth before it is placed within the premises of the U.S. Consulate, and the Government must also approve of the location of the booth within the premises of the U.S. Consulate before it is installed.

II. DESCRIPTION OF FACILITIES

- A. The Government will provide no space at the Consulate General for the Service Provider except limited space for a photo booth as described above.

III. HOURS OF SERVICE

- A. [Reserved]
- B. [Reserved]

IV. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. General:

- 1) The Service Provider shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Consulate while service is provided.
- 2) The Service Provider shall possess all required licenses and permits. The Service Provider and its employees shall observe all building, health, sanitary, and other regulations. The Service Provider shall employ sufficient number of personnel to perform the Agreement. The personnel (employees) shall be adequately trained to perform standard, commercial courier services. The Service Provider shall possess and maintain insurance, maintain records, submit reports, and observe all other Agreement requirements.
- 3) The Service Provider shall pay all fees or other charges incident to or resulting from operations under the Agreement. The Service Provider shall exercise reasonable care in the use of space and government property and, upon Agreement termination, the Service Provider shall yield such space in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Service Provider's control and not due to the Service Provider's fault or negligence.
- 4) The Service Provider shall operate and manage the Courier service in the Service Provider's name at the American Consulate.
- 5) The Service Provider shall supply all telephones, computers, office supplies, file cabinets, etc. necessary to run the Courier service and pay for all phone and computer services necessary to run the Courier service.

B. Personnel and Supervision:

- 1) The Service Provider shall employ sufficient personnel to maintain safe and secure conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Service Provider shall at all times provide adequate staff of employees to perform the varied and essential duties inherent to a successful courier service operation.

- 2) The Service Provider shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Government/Consulate nor entitled to any rights or benefits of the Government/Consulate.
[Reserved]
 - 3) The Service Provider shall appoint a manager for this Agreement. The Service Provider's manager shall be replaced, on 30 day notice, upon request of the Agreement Officer.
 - 4) The Service Provider's employees shall wear a distinctive item such as nameplates or name tags for identification as a Courier employee while on the Consulate compound. This identification shall be approved and/or provided by the Consulate's Regional Security Officer.
 - 5) The Service Provider shall provide relief personnel who are trained adequately to substitute for the regular employees who may be absent.
 - 6) The Service Provider shall require the employees to comply with Consulate instructions pertaining to conduct and building regulations in effect for the control of persons in the building.
 - 7) The Service Provider shall return all articles found by the Service Provider, the Service Provider's agents or employees, or by patrons and given to the Service Provider, to the General Services office as lost and found items.
 - 8) The Service Provider will instruct its employees and ensure sufficient supervision to ensure that its employees do not offer advice to its clients regarding eligibility requirements or qualification for, filling out applications for, PPTs and/or CRBAs.
- C. **Rodent and Pest Control:** The Service Provider shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.
- D. **Service Provider Performed Repairs:** The Government will perform preventive maintenance and repair of the Facilities provided in this Agreement. The Service Provider shall submit a work order to the Agreement Officer on the Consulate's standard form for all repair requests.
- E. **Cleaning and Janitorial Services:** The Service Provider shall maintain the assigned space in a clean orderly, and sanitary condition at all times.
- F. [Reserved]
- G. **Hazardous conditions:** The Service Provider shall be responsible for unsanitary or hazardous conditions that are dangerous to anyone using the Courier Agency services.
- H. **Liability:** The Government will not be responsible for damage or loss occasioned by fire, theft, accident, or otherwise to the Service Provider's stored supplies, materials or equipment, or the employees' personal belongings. The Service Provider shall report immediately any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager and to the Consulate's Regional Security Officer. The Government will not be liable for loss or damage to any items stored by applicants.

I. [Reserved]

V. RESPONSIBILITIES OF THE GOVERNMENT.

A. [Reserved]

B. **Government-Owned Equipment.** The government will provide None other than numbered tickets or receipts for the PPT and CRBA applicants which are necessary for the tracking and receipt system (said system to be mutually agreed upon).

VI. RESTRICTIONS

A. **Equipment:** The Service Provider shall get written permission from the Agreement Officer before installing any equipment.

B. [Reserved]

C. **Federal Holidays:** The Courier Service area shall be closed on Consulate holidays. Section 3 provides a listing of scheduled American Consulate holidays.

D. [Reserved]

VII. DEFINITIONS

A. **Courier.** The Service Provider under this contract. The word Service Provider and Courier are interchangeable.

B. **Agreement Officer:** "Agreement Officer" means a person with the authority to enter into, administer, and/or terminate the instant Agreement and make related determinations and findings. The term includes certain authorized representatives of the Agreement Officer acting within the limits of their authority as delegated by the Agreement Officer.

C. **Service Provider:** "Service Provider" means the individual or company that has entered into an Agreement with the Consulate. This word is interchangeable with Courier.

D. **RSO:** Regional Security Office of the American Consulate

E. **GSO:** General Services Office of the American Consulate. This person is also the Agreement Officer unless a different distinction is made elsewhere in this Agreement.

F. **ACS:** American Citizen Services

G. **Day:** Calendar Day

SECTION 3 - HOLIDAY SCHEDULE

The Courier service area will be closed on the following official holidays observed by the American Consulate. The Consulate will provide a similar listing of holidays for subsequent years if this Agreement is extended.

The following are the 2016 holidays observed by the U.S. Mission in Jerusalem.

HOLIDAY	DATE
New Year's Day	January 1 (Friday)
Martin Luther King Day	January 18 (Monday)
Presidents' Day	February 15 (Monday)
¹ Passover (First Day)	April 23 (Saturday)
¹ Passover (Last Day)	April 29 (Friday)
¹ Israeli Independence Day	May 12 (Thursday)
Memorial Day	May 30 (Monday)
¹ Shavuot (Pentecost)	June 12 (Sunday)
U.S. Independence Day	July 4 (Monday)
² Eid Al Fitr (Festival of Breaking of the Fast)	See below.
Labor Day	September 5 (Monday)
¹ Rosh Hashana (New Year, First Day)	October 3 (Monday)
¹ Rosh Hashana (New Year, Last Day)	October 4 (Tuesday)
Columbus Day	October 10 (Monday)
¹ Yom Kippur (Day of Atonement)	October 12 (Wednesday)
² Eid Al Adha (Festival of the Sacrifice)	See below.
¹ Succot (Feast of Tabernacles)	October 17 (Monday)
¹ Simhat Torah (Rejoicing of the Law)	October 24 (Monday)
Veterans Day	November 11 (Friday)
Thanksgiving Day	November 24 (Thursday)
³ Christmas Day	December 26 (Monday)
³ New Years Day 2017	January 2 (Monday)

SECTION 4 – TENDER PREPARATION/SUBMISSION AND EVALUATION

I. INSTRUCTIONS ON TENDER PREPARATION

A. General Information Submit an original and two copies of the tender in English, prepared in such format and detail as to enable the Government to make a thorough evaluation. Seal the tender package in an envelope and identify clearly the company name and manager and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. Submission Deadline. Submit the complete tender by 10:00 am on Friday, February 5, 2016. to: to JerusalemCourier@state.gov or in a sealed envelope marked "Quotation Enclosed" to the Agreement Officer Theresa Sondjo, 14 Professor David Flusser Street, Arnona, Jerusalem.

C. Contents of Tender.

Part 1 - will address general information about the person/firm submitting the tender, including experience and references.

Part 2 – will address the performance requirements.

Part 3 – will be completion of the pricing in Section 1, paragraph I.C.

D. Signature Requirement: EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE SERVICE PROVIDER. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS. Address the following areas in the order shown below:

Part 1 - General Information

(a) Prior Quality of Service and Experience. List all contracts and courier service licensing agreements your company has held over the past three years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, and any terminations and the reason for termination.

(b) Financial Capability. Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.

(c) Other General Company Information and Information Specific to This Solicitation

1. Provide a list and full address and telephone number of service locations established throughout Israel, Jerusalem, and Israeli settlements in the West Bank.
2. Include a list of proposed Fees for each item for the base period and all optional periods.
3. Describe the receipt system and computer and database program (if any) to assure that passports and documents will be delivered to the correct client.
4. List of customers that have opted to use the courier pass-back services.
5. Sample of report and actions taken when customers claim non-receipt of Passport/documents.
6. Brief description of facility and its location that the company proposes to use for storage of non-violent items.
8. If a photo booth will be provided, describe the equipment/machine and the proposed fee for its use.

Part 2 – Performance Required

The person/organization submitting the tender shall provide:

1. A description of the service tendered;
2. A description of the quality level of service tendered;
3. The performance standards and quality assurance measures/programs that will be employed under this agreement;
4. A description of the emergency, contingency and back-up plans/operations to provide uninterrupted service; and,
5. A description of the plans and operations to prevent any unauthorized access to passport and other documents in the possession of the Service Provider.

Part 3 – Pricing. Complete all prices for all items, including any optional year items.

II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

The Government may award an Agreement on the basis of initial tenders received, without discussions. Therefore, each initial tender should contain the best terms from a price and technical standpoint.

A. To be eligible for evaluation tenders must:

1. Be prepared in accordance with the instructions above;
2. Address all requirements of the Solicitation.

B. Evaluation: The Government will evaluate tenders to determine acceptability as follows:

1. The Government will review the tender to determine compliance with all requirements and terms and conditions of the Solicitation.
2. The Government will review the tender to determine the past performance of the person/organization submitting the tender in the country and in their international presence.
3. The Government will review the tender to determine if the person/organization submitting the tender is providing reliable and quality service within the country that matches the requirements of the Solicitation.
4. The Government will review the tender to determine if the prices offered to users of the service will be consistent with current commercial prices.

C. Selection for Award:

1. The Government will select one person/organization for award.
2. Those tenders that receive a technically acceptable rating from the review described above will be eligible for further consideration.
3. The technically acceptable person/organization that proposes the best combination of price, service, reliability, past performance, financial capability, and established country and international presence will receive the award.